

**To:** acepsinc(b)(6)  
**Cc:** Leighann Denton[Leighann.Denton@ci.bremerton.wa.us]  
**From:** Mark Koontz  
**Sent:** Fri 7/24/2009 1:43:10 PM  
**Subject:** RE: Bremerton v. Sesko  
2009.07.24 Oath of Rick Wells.doc

Thanks Rick. Sorry about the typo...if Roger had proofed it there would have been many more! You can hand-write "been" where necessary, or you can type it on the word doc attached hereto.

I agree with your interpretation of "divided without material injury"; however I would also include a "financial injury" in that definition. If the value of each divided lot is significantly less than it would be if the lots were sold together, then I think that would be a material injury. Does that make sense? If not feel free to call.

-Mark

Mark E. Koontz  
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**From:** acepsinc [mailto:(b)(6)]  
**Sent:** Friday, July 24, 2009 1:32 PM  
**To:** Mark Koontz  
**Subject:** Re: Bremerton v. Sesko

Mark,

I have read it through and have only one question at this point. I am unclear on what the RCW means by "divided without material injury".

My assumption would be....can it be subdivided without creating an encroachment of the improvements, hampering access to utilities or hampering ingress and egress, all within the bounds of the current zoning regulations, minimum lot size requirements, etc.....would that be your understanding as well?

Also, the word " been" is missing in the oath, sentence No. 2. Did Roger proof this for you????  
Kidding of course.

Regards,

Rick D. Wells  
Pres./Chief Appraiser

A.C.E. PS, Inc.  
Consulting Appraisers  
(b)(6)

--- On Fri, 7/24/09, Mark Koontz <Mark.Koontz@ci.bremerton.wa.us> wrote:

From: Mark Koontz <Mark.Koontz@ci.bremerton.wa.us>  
Subject: Bremerton v. Sesko  
To: "rick wells" <(b)(6)>  
Cc: "Leighann Denton" <Leighann.Denton@ci.bremerton.wa.us>  
Date: Friday, July 24, 2009, 11:48 AM

Rick,

Attached please find the Order appointing you as the appraiser, a copy of RCW 6.13.140, and a copy of your Oath. Please read these documents, print the Oath, sign the Oath before a notary, and return the signed Oath to me to file with the court. I appreciate your efforts in this matter. Please call me with any questions or concerns.

-Mark

Mark E. Koontz  
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